



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

AMHERST EDUCATION ASSOCIATION/
NEA-NEW HAMPSHIRE

Complainant

v.

AMHERST SCHOOL DISTRICT

Respondent

CASE NO. T-0299:7

DECISION NO. 93-63

MOTION FOR CLARIFICATION

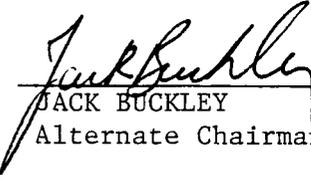
The Public Employee Labor Relations Board, meeting on March 25, 1993, directed the parties hereto to proceed to grievance arbitration under their collective bargaining agreement (CBA). Decision No. 93-40 dated April 5, 1993. On April 22, 1993, the Association filed a Motion for Clarification seeking additional directives from the PELRB as to the characterization of the issue(s) to be arbitrated. The Amherst School Board responded by filing of April 22, 1993.

1. Reaffirming our findings in Decision No. 93-40, we add that the conduct complained of involved allegations of a unilateral change (to wit, a lengthening) in the school day.
2. "Wages and hours" are mandatory subjects of bargaining, not subject to a unilateral change in hours without a corresponding adjustment in compensation.
3. The Association and the District are parties to a CBA which contains provisions for binding grievance arbitration. The CBA defines grievances as a "violation, misinterpretation or misapplication" of the contract. The Management Rights clause of the CBA gives to the employer the right to direct its work force; however, it does not set forth, in specificity, the length or start/stop times of the school day.
4. The Association is directed to proceed by filing a written grievance within thirty (30) days of the date of this decision or be deemed to

have waived its right to do so. The grievance shall involve the issue of whether the complained-of conduct, i. e., the unilateral increase of the work day, violated the CBA.

So ordered.

Signed this 20th day of May, 1993.



JACK BUCKLEY
Alternate Chairman